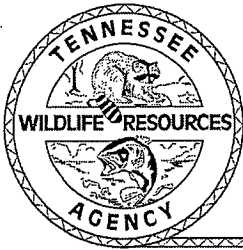


CONTRACT #5
RFS # 328.01-301
FA # 05-16159-05

**Tennessee Wildlife Resources
Agency (TWRA)**

VENDOR:
The Active Network, Inc.



TENNESSEE WILDLIFE RESOURCES AGENCY

ELLINGTON AGRICULTURAL CENTER
P.O. BOX 40747
NASHVILLE, TENNESSEE 37204

RECEIVED

MAR 19 2009

FISCAL REVIEW

Memorandum

TO: Leni Chick
Contract & Audit Coordinator

FROM: Nat Johnson, Assistant Director *NJS*
Tennessee Wildlife Resources Agency

SUBJECT: Contract # FA-05-16159-04
Non-Competitive Amendment Request

DATE: March 16, 2009

Attached is a Non-Competitive Amendment Request for consideration by the Fiscal Review Committee for Contract FA-05-16159-04, which resulted from the RFP process pursuant to RFP-328.01-301. Tennessee Wildlife Resources agency respectfully requests consideration of this request. The purpose of this non-competitive amendment of FA-05-16159-04 to effect a contract extension for our current R.E.A.L. system from five years to six years and to modify the maximum liability commensurate for that extension.

The Tennessee Wildlife Resources Agency recently published a Request for Proposals (RFP# 328.01-698) which resulted in one proposal, which was felt to be at excessive cost. The agency has requested that this RFP be cancelled and has plans to submit another RFP which the agency feels should result in a reasonable contract within budget limitations.

Should the RFP result in a contract with a vendor other than the current contractor, it will take many months to analyze, design, program, and implement. At this point, if the current contract should expire as scheduled on 10/31/2009, TWRA would lose its primary source of revenue due to the lack of means to sell licenses and boat registrations.

The RFP is for a highly complex computer and communications system which will take many months to complete. A Non-Competitive Amendment is requested because it would not be feasible for a different vendor to complete a duplicate of the current system prior to the expiration of the current contract. At stake is the primary source of revenue for the agency.

Also attached is a copy of the proposed amendment, copies of the original contract and previous amendments and their summary sheets, and Supplemental Documentation.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Nat Johnson	*Contact Phone:	615-781-6556		
*Contract Number:	FA-05-16159	*RFS Number:	RFS-328.01-301		
*Original Contract Begin Date:	11-1-2004	*Current End Date:	10-31-2009		
Current Request Amendment Number: <i>(if applicable)</i>		5			
Proposed Amendment Effective Date: <i>(if applicable)</i>		11/1/2009			
*Department Submitting:		Tennessee Wildlife Resources Agency			
*Division:		Information Technology			
*Date Submitted:		3/16/2009			
*Submitted Within Sixty (60) days:		Yes			
<i>If not, explain:</i>					
*Contract Vendor Name:		The Active Network, Inc.			
*Current Maximum Liability:		\$8,356,375.00			
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2005	FY: 2006	FY: 2007	FY: 2008	FY 2009	FY 2010
\$491,939.00	\$1,814,869	\$1,814,869	\$1,814,869	\$1,814,869	\$1,814,869
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2005	FY: 2006	FY: 2007	FY: 2008	FY 2009 thus far	FY 2010
\$594,166.46	\$1,123,981.93	\$1,147,446.77	\$1,150,208.40	\$576,084.48	\$ NA
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Expenditures are transaction driven. As fewer hunting/fishing licenses and boat registration are sold, transactions decrease. As more are sold, transactions increase. Allocations are estimations based on the number of expected transactions. Funds not spent remain in the Wildlife Trust Fund.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:	State:	\$8,356,375.00	Federal:	
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
7/1/2005			Increased Maximum Liability and added Payment Methodologies for Quota Hunt Transactions	
7/1/2006			Added Payment Methodology for Quota Hunt Transactions for Sportsman License Holders	
11/1/2007			Added Payment Methodologies re: Equipment	
11/6/2008			Change of Vendor Name and FEIN	
Method of Original Award: <i>(if applicable)</i>				
<p>Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i></p>			<p>Anticipated expenditures for the remainder of the contract period are expected to reflect the small increase experienced thus far. For each fiscal year that should be a little over \$1,150,00.00 per full fiscal year. This will likely be all transaction costs – any increase in expenditures being associated with an increase in license sales or boat registrations, thus increased revenue. Source of funding will be the Wildlife Trust Fund. Any excess fund will remain in the Wildlife Trust Fund.</p>	
<p>Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i></p>			<p>No savings are expected to result from the extension of this contract. As noted, transactions are linked to revenue, therefore, it is critical to maintain the contract in order to maintain revenue.</p>	
<p>Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i></p>			<p>There are no viable options to obtaining services. An extension is sought because there is not time to develop a new system prior to the expiration of the current contract due to the cancellation of the new RFP due to excess cost.</p>	

Cost Center Code	Cost Center Title	Fiscal Year	Effective Month	Major Object Code	Major Object Title	Batch Date	Batch Department Number	Batch Division Number	Batch Type	Batch Number	Batch Sequence Number	Current Document Number	Current Document Suffix	Reference Document Number	Reference Document Suffix	STARs Description	Expenditures	Subtotal
6611	REAL LICENSE SYSTEM	2008	7	JANUARY 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	342	00001	3522		FA0516159	01	TVRA	21,453.40	
6613	REAL (BOATING)	2008	7	JANUARY 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	297	00002	3529		FA0516159	02		2,322.16	
6613	REAL (BOATING)	2008	7	JANUARY 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	342	00002	3522		FA0516159	02	TVRA	2,460.48	
6611	REAL LICENSE SYSTEM	2008	8	JANUARY 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	366	00003	3650		FA0516159	01		19,050.00	
6611	REAL LICENSE SYSTEM	2008	9	MARCH 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	417	00003	3610		FA0516159	01		10,079.40	
6611	REAL LICENSE SYSTEM	2008	9	MARCH 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	435	00001	3769		FA0516159	01		1,875.00	
6611	REAL LICENSE SYSTEM	2008	9	MARCH 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	458	00003	4070		FA0516159	01		40,121.84	
6613	REAL (BOATING)	2008	9	MARCH 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	417	00004	3610		FA0516159	02		3,000.00	
6613	REAL (BOATING)	2008	10	APRIL 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	500	00002	4482		FA0516159	01		211,540.48	
6613	REAL (BOATING)	2008	10	APRIL 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	500	00003	4482		FA0516159	02		12,963.84	
6611	REAL LICENSE SYSTEM	2008	11	MAY 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	572	00001	5026		FA0516159	01		134,206.16	
6611	REAL LICENSE SYSTEM	2008	11	MAY 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	572	00002	5026		FA0516159	02		15,455.44	
6611	REAL LICENSE SYSTEM	2008	12	JUNE 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	602	00004	6028		FA0516159	01		10,539.00	
6611	REAL LICENSE SYSTEM	2008	12	JUNE 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	632	00003	6544		FA0516159	01		131,136.72	
6611	REAL LICENSE SYSTEM	2008	12	JUNE 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	632	00004	6544		FA0516159	02		21,454.56	
6611	REAL LICENSE SYSTEM	2008	2	AUGUST 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	057	00005	0612		FA0516159	01		85,381.36	
6613	REAL (BOATING)	2008	2	AUGUST 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	057	00005	0612		FA0516159	02		91,510.88	
6613	REAL (BOATING)	2008	2	AUGUST 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	057	00004	0612		FA0516159	02		2,479.36	
6613	REAL (BOATING)	2008	2	AUGUST 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	057	00005	0612		FA0516159	02		17,457.04	
6611	REAL LICENSE SYSTEM	2008	3	SEPTEMBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	105	00001	1100		FA0516159	01		3,160.00	
6611	REAL LICENSE SYSTEM	2008	3	SEPTEMBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	105	00002	1100		FA0516159	02		50,515.36	
6611	REAL LICENSE SYSTEM	2008	4	OCTOBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	171	00005	2234		FA0516159	01		11,927.24	
6611	REAL LICENSE SYSTEM	2008	5	NOVEMBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	208	00007	2712		FA0516159	01		14,925.00	
6611	REAL LICENSE SYSTEM	2008	5	NOVEMBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	208	00009	2712		FA0516159	01		73,347.06	
6613	REAL (BOATING)	2008	5	NOVEMBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	208	00008	2712		FA0516159	01		54,428.68	
6613	REAL (BOATING)	2008	5	NOVEMBER 2008	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	208	00010	2712		FA0516159	01		3,995.04	
6611	REAL LICENSE SYSTEM	2008	7	JANUARY 2009	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	312	00001	3990		FA0516159	05		6,768.08	
6611	REAL LICENSE SYSTEM	2008	7	JANUARY 2009	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	312	00003	3991		FA0516159	05		84,950.04	
6611	REAL LICENSE SYSTEM	2008	7	JANUARY 2009	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	312	00002	3990		FA0516159	05		22,776.00	
6613	REAL (BOATING)	2008	7	JANUARY 2009	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	312	00004	3991		FA0516159	05		2,215.08	
6611	REAL LICENSE SYSTEM	2008	8	FEBRUARY 2009	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	347	00001	5205		FA0516159	05		2,702.48	
6613	REAL (BOATING)	2008	8	FEBRUARY 2009	08	PROFESSIONAL AND ADMINISTRATIVE SERVICES	328	01	D	347	00002	5205		FA0516159	05		11,574.48	
Total	Total																3,921.28	576,084.48
																	4,591,885.04	4,591,885.04

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	RFP-328.01- 00023
2) Procuring Agency :	Tennessee Wildlife Resources Agency
EXISTING CONTRACT INFORMATION	
3) Service Caption :	Develop and administer automated Remote Easy Access License (R.E.A.L.) System using point of sale technology at license agent sites and provide an internet site and telephone fulfillment center for license sales.
4) Contractor :	The Active Network, Inc.
5) Contract #	FA-05-16159-04
6) Contract Start Date :	11/01/2004
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	10/31/2009
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$8,356,375.00
PROPOSED AMENDMENT INFORMATION	
9) Amendment #	5
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	11/01/2009
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	10/31/2010
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 10,171,244.00
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service :	Amendment 5 will extend the expiration of the contract by one year. Services will be the same as currently required by the current contract specifications.
15) Explanation of Need for the Proposed Amendment :	<p>A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract. This contract expires on 10/31/2009. The TWRA license system is complex and provides the primary source of TWRA revenue. It is felt that, due to the complexity of the system, if the contract is awarded to a vendor other than the current contractor, there will not be sufficient time for the new contractor to fully develop the system as required by the RFP and be prepared for system production by the scheduled implementation date. This would result in a serious loss of revenue for TWRA and have a profound impact on the agency's ability to serve the needs of the hunting, fishing, and boating public.</p>

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Contractor is a corporation.

Matt Landa, President
10182 Telesis Court, Suite 100

San Diego, CA 92121-4777

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)Documentation is ... ☐ Not Applicable to this Request ☒ Attached to this Request**18) eHealth Initiative Endorsement :** (required for health-related professional, pharmaceutical, laboratory, or imaging service)Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request**19) Department of Human Resources Endorsement :** (required for state employees training service)Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract, which expires on 10/31/2009. This request is to provide time for our department to complete the new RFP process and allow the selected vendor to complete the required design and programming prior to implementation.

21) Justification for the Proposed Non-Competitive Amendment :

The subject contract for this amendment is for our Remote Easy Access License (REAL) system, on which TWRA is highly dependent as our primary revenue source. We are asking for approval of a non-competitive contract amendment to extend the current contract by one year. To allow the current system provided by The Active Network, Inc. to expire without a new system in place would require TWRA to develop a makeshift manual system of issuing licenses, which would not provide customer data and would take away any knowledge of the TWRA constituency. In addition, processing of a vast array of data collected by the REAL system now in place, such as license agent data, big game harvest data, quota hunt applications and draw processes, commercial fishing and mussel harvest data, hunter and boating education data (which are now a part of the current system) could not be included in the makeshift system.

The REAL system has allowed TWRA to reduce its data entry staff from 10 employees to 3 employees by moving the key entry of applications, harvest data, and various license sales from the Nashville office to the public arena via point of sale devices in neighborhood stores. With a change to a makeshift manual system TWRA would again need additional data entry staff to key requests for boat registration certificates and decals, harvest data, quota hunt applications, as well as many other types of sales requests. In this time of economic stress, TWRA does not want to go in this direction. This would be unacceptable to the public and would result in a critical loss of revenue and data for TWRA. A Non-competitive amendment to extend the expiration date of this contract is deemed the sole means of assuring an automated license system meeting TWRA requirements and continuance of the agency's revenue flow while the new contractor develops their system.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



3-2-09

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

cy09-146

Commissioner of Finance & Administration

1) RFS #	RFP-328.01- 00023
2) Procuring Agency :	Tennessee Wildlife Resources Agency
EXISTING CONTRACT INFORMATION	
3) Service Caption :	Develop and administer automated Remote Easy Access License (R.E.A.L.) System using point of sale technology at license agent sites and provide an internet site and telephone fulfillment center for license sales.
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PROPOSED AMENDMENT INFORMATION	
9) Amendment #	5
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	11/01/2009
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	10/31/2010
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 10,171,244.00
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service :	
Amendment 5 will extend the expiration of the contract by one year. Services will be the same as currently required by the current contract specifications.	
15) Explanation of Need for the Proposed Amendment :	
<p>A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract. This contract expires on 10/31/2009. The TWRA license system is complex and provides the primary source of TWRA revenue. It is felt that, due to the complexity of the system, if the contract is awarded to a vendor other than the current contractor, there will not be sufficient time for the new contractor to fully develop the system as required by the RFP and be prepared for system production by the scheduled implementation date. This would result in a serious loss of revenue for TWRA and have a profound impact on the agency's ability to serve the needs of the hunting, fishing, and boating public.</p>	

RECEIVED

By OCR at 9:01 am, Mar 03, 2009

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Contractor is a corporation.
 Matt Landa, President
 10182 Telesis Court, Suite 100
 San Diego, CA 92121-4777

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☐ Not Applicable to this Request ☒ Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract, which expires on 10/31/2009. This request is to provide time for our department to complete the new RFP process and allow the selected vendor to complete the required design and programming prior to implementation.

21) Justification for the Proposed Non-Competitive Amendment :

The subject contract for this amendment is for our Remote Easy Access License (REAL) system, on which TWRA is highly dependent as our primary revenue source. We are asking for approval of a non-competitive contract amendment to extend the current contract by one year. To allow the current system provided by The Active Network, Inc. to expire without a new system in place would require TWRA to develop a makeshift manual system of issuing licenses, which would not provide customer data and would take away any knowledge of the TWRA constituency. In addition, processing of a vast array of data collected by the REAL system now in place, such as license agent data, big game harvest data, quota hunt applications and draw processes, commercial fishing and mussel harvest data, hunter and boating education data (which are now a part of the current system) could not be included in the makeshift system.

The REAL system has allowed TWRA to reduce its data entry staff from 10 employees to 3 employees by moving the key entry of applications, harvest data, and various license sales from the Nashville office to the public arena via point of sale devices in neighborhood stores. With a change to a makeshift manual system TWRA would again need additional data entry staff to key requests for boat registration certificates and decals, harvest data, quota hunt applications, as well as many other types of sales requests. In this time of economic stress, TWRA does not want to go in this direction. This would be unacceptable to the public and would result in a critical loss of revenue and data for TWRA. A Non-competitive amendment to extend the expiration date of this contract is deemed the sole means of assuring an automated license system meeting TWRA requirements and continuance of the agency's revenue flow while the new contractor develops their system.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



3-2-09

CONTRACT SUMMARY SHEET

021908

RFS #				Contract #			
RFS-328.01-301				FA-05-16159-05			
State Agency				State Agency Division			
Tennessee Wildlife Resources Agency				Information Technology, Carol Freeman, 615-781-6639			
Contractor Name				Contractor ID # (FEIN or SSN)			
The Active Network, Inc.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 33-0884962			
Service Description							
Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using internet including fulfillment of the sale.							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
1-Nov-04		31-Oct-10		Vendor		N/A	
Mark Each TRUE Statement							
<input type="checkbox"/> Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code		
32801	6611/6913	083	20	N/A	N/A		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2005	\$ 491,939.00				\$ 491,939.00		
2006	\$ 1,814,869.00				\$ 1,814,869.00		
2007	\$ 1,814,869.00				\$ 1,814,869.00		
2008	\$ 1,814,869.00				\$ 1,814,869.00		
2009	\$ 1,814,869.00				\$ 1,814,869.00		
2010	\$ 1,814,869.00				\$ 1,814,869.00		
2011	\$ 604,960.00				\$ 604,960.00		
TOTAL:	\$ 10,171,244.00	\$ -	\$ -	\$ -	\$ 10,171,244.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sandra Mosely 781-6512				
2005	\$ 491,939.00		State Agency Budget Officer Approval				
2006	\$ 1,814,869.00		Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
2007	\$ 1,814,869.00						
2008	\$ 1,814,869.00						
2009	\$ 1,814,869.00						
2010	\$ 1,814,869.00						
2011	\$ 604,960.00						
TOTAL:	\$ 10,171,244.00	\$ -					
End Date	10/31/2009	10/31/2010					
Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other			
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*		<input type="checkbox"/> Alternative Competitive Method*				
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)		<input type="checkbox"/> Other *				
* Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							
N/A for amendments.							

FA-05-16159-05

2009

Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
32801	6611	083	20				\$1,564,318.00
32801	6913	083	20				\$250,551.00
TOTAL							\$1,814,869.00

FA-05-16159-05

2010

[illegible]

FA-05-16159-05

2011

[illegible]

**AMENDMENT 5
TO FA-05-16159**

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and THE ACTIVE NETWORK, INC., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 2004 and ending on October 31, 2010. The State shall have no obligation for services rendered by the Contractor that are not performed within the specified period.
2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Million, three hundred fifty six thousand, three hundred seventy five Dollars (\$10,171,244.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective 11/1/2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,
THE ACTIVE NETWORK, INC.:**

CONTRACTOR SIGNATURE

DATE

Matt Landa, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

Gary T. Myers, Executive Director

DATE

APPROVED:

M. D. GOETZ, JR.
COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

JUSTIN P. WILSON
COMPTROLLER OF THE TREASURY

DATE

CY09-90

060206

REQUEST: RULE EXCEPTIONAPPROVED *Contingent upon approval of a non-competitive amendment request**M. D. Goetz*
Commissioner of Finance & Administration

Date:

FEB 9 2009

RFS #	328 . 01 — 301 — 09		
INFORMATION ABOUT THE EXCEPTION(S) REQUESTED			
SUBJECT RULE NUMBER(S) :			
0620-3-3-.07(5)			
DESCRIPTION OF EXCEPTION(S) :			
TWRA seeks a rule exception to permit a six (6) year contract.			
JUSTIFICATION : (compelling rationale for and validation of rule exception request)			
<p>The subject contract for this request (FA-05-16159-04) is for our Remote Easy Access License (REAL) system, on which TWRA is highly dependent as our primary revenue source. We are asking for a rule exception to extend the current contract by one year, which would be for a total of six (6) years. A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract. This contract expires on 10/31/2009. The TWRA license system is complex and provides the primary source of TWRA revenue. It is felt that, due to the complexity of the system, if the contract is awarded to a vendor other than the current contractor, there will not be sufficient time for the new contractor to fully develop the system as required by the RFP and be prepared for system production by the scheduled implementation date.</p> <p>To allow the current system provided by The Active Network, Inc. to expire without a new system in place would require TWRA to develop a makeshift manual system of issuing licenses, which would not provide customer data and would take away any knowledge of the TWRA constituency. In addition, processing of a vast array of data collected by the REAL system now in place, such as license agent data, big game harvest data, quota hunt applications and draw processes; commercial fishing and mussel harvest data, hunter and boating education data (which are now a part of the current system) could not be included in the makeshift system.</p> <p>The REAL system has allowed TWRA to reduce its data entry staff from 10 employees to 3 employees by moving the key entry of applications, harvest data, and various license sales from the Nashville office to the public arena via point of sale devices in neighborhood stores. With a change to a makeshift manual system TWRA would again need additional data entry staff to key requests for boat registration certificates and decals, harvest data, quota hunt applications, as well as many other types of sales requests. In this time of economic stress, TWRA does not want to go in this direction. This would be unacceptable to the public and would result in a critical loss of revenue and data for TWRA. A Non-competitive amendment to extend the expiration date of this contract is deemed the sole means of assuring an automated license system meeting TWRA requirements and continuance of the agency's revenue flow while the new contractor develops their system.</p>			
INFORMATION REGARDING THE APPLICABLE CONTRACT			
CONTRACTOR :	The Active Network, Inc.		
SERVICE INVOLVED :	Develop and administer automated Remote Easy Access License (R.E.A.L.) System using point of sale technology at license agent sites and provide an internet site and telephone fulfillment center for license sales.		

OCR

FEB 04 2009

RECEIVED

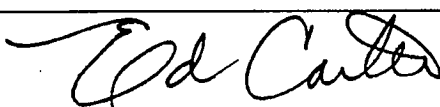
BEGIN DATE :	11/01/2004
END DATE (including ALL options for term extension) :	10/31/2010
MAXIMUM LIABILITY (including ALL options for term extension) :	\$ 10,171,244.00
AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)	<i>Gary T. Myers</i>
SIGNATURE DATE:	2/3/09

RFP CANCELLATION REQUEST:

APPROVED

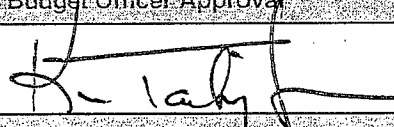
Commissioner of Finance & Administration

Date:

1) REQUEST RFS #	328.01—00024
2) RFP #	328.01—698
3) SERVICE :	Services and equipment necessary to support the provision, implementation, and management of a Remote Easy Access License (R.E.A.L.) system.
4) STATUTORY APPROVAL CRITERIA (per T.C.A., §12-4-109 (a)(1)(C)) :	<input checked="" type="checkbox"/> unreasonably high prices <input type="checkbox"/> failure of all proposals to meet technical specifications <input type="checkbox"/> error in the request for proposals <input type="checkbox"/> cessation of need <input type="checkbox"/> unavailability of funds <input type="checkbox"/> proceeding with the procurement would be detrimental to the state's best interests
5) REASON AND JUSTIFICATION FOR RFP CANCELLATION :	
Only one proposal was received and the prices associated with that proposal were three times the budgeted amount for the project.	
6) AGENCY HEAD SIGNATURE & DATE (procuring agency head or authorized signatory) :	
 Ed Carter, Executive Director, Tennessee Wildlife Resources Agency	
Date 3/9/09	

CONTRACT SUMMARY SHEET

021908

RFS #				Contract #			
RFS-328.01-301				FA-05-16159-04			
State Agency				State Agency Division			
Tennessee Wildlife Resources Agency				Information Technology, Carol Freeman, 615-781-6639			
Contractor Name				Contractor ID # (FEIN or SSN)			
The Active Network, Inc.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 33-0884962			
Service Description							
Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using internet including fulfillment of the sale.							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
1-Nov-04		31-Oct-09		Vendor		N/A	
Mark Each TRUE Statement							
<input type="checkbox"/> Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code		
32801	6611/6913	083	20	N/A	N/A		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2005	\$ 491,939.00				\$ 491,939.00		
2006	\$ 1,814,869.00				\$ 1,814,869.00		
2007	\$ 1,814,869.00				\$ 1,814,869.00		
2008	\$ 1,814,869.00				\$ 1,814,869.00		
2009	\$ 1,814,869.00				\$ 1,814,869.00		
2010	\$ 604,960.00				\$ 604,960.00		
TOTAL:	\$ 8,356,375.00	\$ -	\$ -	\$ -	\$ 8,356,375.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sandra Mosely 781-6512				
2005	\$ 491,939.00		State Agency Budget Officer Approval  Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
2006	\$ 1,814,869.00						
2007	\$ 1,814,869.00						
2008	\$ 1,814,869.00						
2009	\$ 1,814,869.00						
2010	\$ 604,960.00						
TOTAL:	\$ 8,356,375.00	\$ -					
End Date	10/31/2009	10/31/2009					
Contractor Ownership (complete for ALL base contracts—N/A to amendments or delegated authorities)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other			
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*		<input type="checkbox"/> Alternative Competitive Method*				
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)		<input type="checkbox"/> Other *				
* Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							
N/A for amendments.							

FA-05-16159-04

2009

[illegible]

AMENDMENT 4
TO FA-05-16159

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following is added as Contract Section E.22.:

E.22. Contractor Name. All references to "Central Bank" shall be deleted and replaced with "The Active Network, Inc."

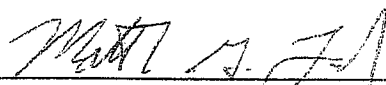
2. The following is added as Contract Section E.23.:

E.23. Federal Employer Identification Number. All references to FEIN, "43-0975002" shall be deleted and replaced with FEIN, "33-0884962."

The revisions set forth herein shall be effective 11/06/2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

THE ACTIVE NETWORK, INC.:



CONTRACTOR SIGNATURE

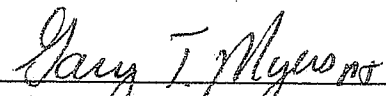
11/18/08

DATE

Matt Landa, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

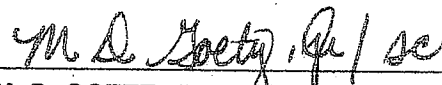


Gary T. Myers, Executive Director

11/6/08

DATE

APPROVED:



M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

12/4/08

DATE

NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

DATE

John G. Morgan

12/18/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

AMENDMENT 4
TO FA-05-16159

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following is added as Contract Section E.22.:

E.22. Contractor Name. All references to "Central Bank" shall be deleted and replaced with "The Active Network, Inc."

2. The following is added as Contract Section E.23.:

E.23. Federal Employer Identification Number. All references to FEIN, "43-0975002" shall be deleted and replaced with FEIN, "33-0884962."

The revisions set forth herein shall be effective 11/06/2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

THE ACTIVE NETWORK, INC.:



CONTRACTOR SIGNATURE

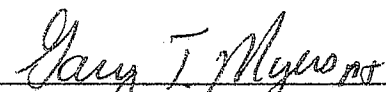
11/18/08

DATE

Matt Landa, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:



Gary T. Myers, Executive Director

11/6/08

DATE

APPROVED:



M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION


12/4/08

DATE

NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

DATE



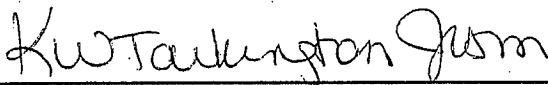
12/18/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

CONTRACT SUMMARY SHEET

070407

RFS #		Contract #	
RFS-328.01-301		FA-05-16159-03	
State Agency		State Agency Division	
Tennessee Wildlife Resources Agency		Information Technology, Carol Freeman, 615-781-6639	
Contractor Name		Contractor ID # (FEIN or SSN)	
Central Bank		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 430975002	
Service Description			
Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using internet including fulfillment of the sale.			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Nov-04	31-Oct-09	Vendor	N/A
Mark Each TRUE Statement			
<input checked="" type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
32801	6611/6913	083	20
Funding Grant Code		Funding Subgrant Code	
N/A		N/A	
FY	State	Federal	Interdepartmental
2005	\$ 491,939.00		
2006	\$ 1,814,869.00		
2007	\$ 1,814,869.00		
2008	\$ 1,814,869.00		
2009	\$ 1,814,869.00		
2010	\$ 604,960.00		
TOTAL	\$ 8,356,375.00	\$ -	\$ -
TOTAL Contract Amount		\$ 8,356,375.00	
COMPLETE FOR AMENDMENTS ONLY		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sandra Mosely 781-6512
2005	\$ 491,939.00		State Agency Budget Officer Approval 
2006	\$ 1,814,869.00		
2007	\$ 1,814,869.00		
2008	\$ 1,814,869.00		
2009	\$ 1,814,869.00		
2010	\$ 604,960.00		Funding Certification (certification required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL	\$ 8,356,375.00	\$ -	
End Date	10/31/2009	10/31/2009	
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*	
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)		
* Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)			
N/A for amendments.			

FA-05-16159-03

2008

[illegible]

CONTRACT SUMMARY SHEET SUPPLEMENT

[illegible]

FA-05-16159-03

2010

[illegible]

**AMENDMENT 3
TO FA-05-16159**

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.3.6 is deleted in its entirety and replaced with the following:

- C.3.6.1 Payment Methodology: Additional Agent Equipment Fee (In excess of 1100 Equipment Units). The Contractor shall be compensated based on the Additional Agent Equipment Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Additional Agent Equipment Fee	\$250.00

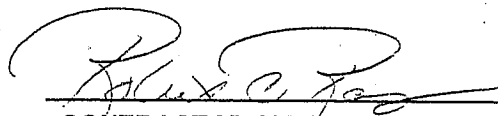
- C.3.6.2 Payment Methodology: Additional Agent Equipment Fee – POS Printer Only. The Contractor shall be compensated based on the Additional Agent Equipment Fee – POS Printer Only in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Additional Agent Equipment Fee – POS Printer Only	\$125.00

The revisions set forth herein shall be effective 11/01/2007. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

CENTRAL BANK:



CONTRACTOR SIGNATURE

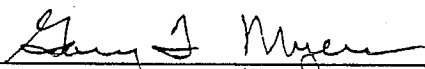
09.18.07

DATE

Robert C. Ramey, Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

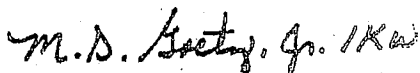


Gary T. Myers, Executive Director

10-4-07

DATE

APPROVED:



M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

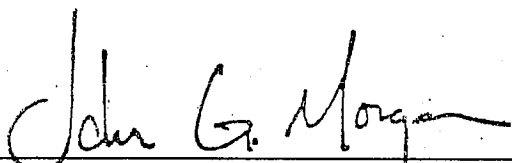
DEC 06 2007

DATE

NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

DATE



JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

12/12/07

DATE

C O N T R A C T S U M M A R Y S H E E T

021406

RFS #	Contract #
RFS-328.01-301	FA-05-16159-02
State Agency	State Agency Division
Tennessee Wildlife Resources Agency	Information Technology
Contractor Name	Contractor ID # (FEIN or SSN)
Central Bank	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 43-0975002

Service Description

Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using internet including fulfillment of the sale.

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
November 1, 2004	October 31, 2009	Vendor	n/a

Mark Each TRUE Statement

☒ Contractor is on STARS ☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
32801	6613	6913/08	20	n/a	n/a
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2004/05	\$491,939.00				\$491,939.00
2005/06	\$1,814,869.00				\$1,814,869.00
2006/07	\$1,814,869.00				\$1,814,869.00
2007/08	\$1,814,869.00				\$1,814,869.00
2008/09	\$1,814,869.00				\$1,814,869.00
2009/10	\$604,960.00				\$604,960.00
TOTAL:	\$8,356,375.00				\$8,356,375.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	<i>Sandra Moseley 781-6512</i>
2005	\$491,939.00	0	State Agency Budget Officer Approval
2006	\$1,814,869.00	0	
2007	\$1,814,869.00	0	
2008	\$1,814,869.00	0	
2009	\$1,814,869.00	0	
2010	\$604,960.00	0	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$8,356,375.00	0	
End Date:	10/31/2009	10/31/2009	

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	

Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

N/A for amendments.

**AMENDMENT 2
TO FA-05-16159**

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the State, and Central Bank, hereinafter referred to as the Contractor, is hereby amended as follows:

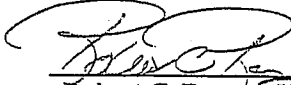
Delete Section C.3.18 in its entirety and insert the following in its place:

- C.3.18 Payment Methodology: One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Sportsman and regardless of the number of hunts the Sportsman requests to be awarded. The Contractor shall be compensated based on One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsmen License Holders	\$1.00

IN WITNESS WHEREOF:


CENTRAL BANK


Robert C. Ramey, Vice President

05-22-06

Date

TENNESSEE WILDLIFE RESOURCES AGENCY

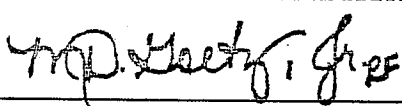

Gary T. Myers, Executive Director

05-24-06

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

Date

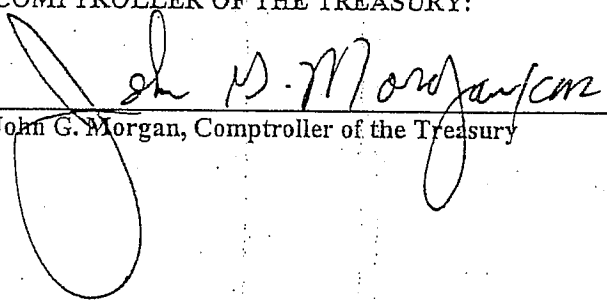
MAY 25 2006

DEPARTMENT OF PERSONNEL:

N/A
Nat Johnson, Acting Commissioner

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

5-26-06

Date

C O N T R A C T S U M M A R Y S H E E T

RFS Number:	RFS-328.01-301	Contract Number:	FA-05-16159-01
State Agency:	Tennessee Wildlife Resources Agency	Division:	Information Systems Management
Contractor		Contractor Identification Number	
Central Bank	<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	43-0975002	


Service Description

Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using the internet including fulfillment of the sale.

Contract Begin Date	Contract End Date
November 1, 2004	October 31, 2009

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
32801	6613	6913/06	20	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2004/2005	\$491,939.00				\$491,939.00
2005/2006	\$1,814,869.00				\$1,814,869.00
2006/2007	\$1,814,869.00				\$1,814,869.00
2007/2008	\$1,814,869.00				\$1,814,869.00
2008/2009	\$1,814,869.00				\$1,814,869.00
2009/2010	\$604,960.00				\$604,960.00
Total:	\$8,356,375.00				\$8,356,375.00

CFDA #	Check the box ONLY if the answer is YES:	
State Fiscal Contact	Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Mary Tipton Address: P.O. Box 40747, Nashville, TN 37204 Phone: (615) 781-6516	Is the Contractor a VENDOR? (per OMB A-133)	Y
	Is the Fiscal Year Funding STRICTLY LIMITED?	
Procuring Agency Budget Officer Approval Signature	Is the Contractor on STARS?	Y
	Is the Contractor's FORM W-9 ATTACHED?	
	Is the Contractor's Form W-9 Filed With Accounts?	Y

COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY
END DATE →	10/31/2009	
FY: 2005	\$1,500,000.00	-\$1,008,061.00
FY: 2006	\$2,000,000.00	-\$185,131.00
FY: 2007	\$2,000,000.00	-\$185,131.00
FY: 2008	\$2,000,000.00	-\$185,131.00
FY: 2009	\$500,000.00	\$1,314,869.00
FY: 2010		604,960.00
Total:	\$8,000,000.00	\$356,375.00

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

JUN 29 2005

RECEIVED
2005 JUN -9 AM 10:52
COMPTROLLER'S OFFICE
OFFICE OF
MANAGEMENT SERVICES

**AMENDMENT 1
TO FA-05-16159**

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the State, and Central Bank, hereinafter referred to as the Contractor, is hereby amended as follows:

Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Million, three hundred fifty six thousand, three hundred seventy five Dollars (\$8,356,375.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Add the following as Sections C.3.18 – C.3.20 and renumber any subsequent sections as necessary:

- C.3.18 Payment Methodology: One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Sportsman and regardless of the number of hunts the Sportsman requests to be awarded. The Contractor shall be compensated based on One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsmen License Holders	\$2.00

- C.3.19 Payment Methodology: One Completed Internet Quota Hunt Application Transaction Fee for Non Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Customer. The Contractor shall be compensated based on One Completed Internet Quota Hunt Application Transaction Fee for Non Sportsman License Holders Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Internet Quota Hunt Application Transaction Fee for Non Sportsman License Holders	\$2.00 plus \$0.50 for each requested hunt award

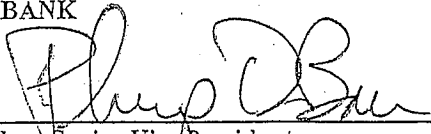
C.3.20 Payment Methodology: One Completed POS Quota Hunt Application Transaction Fee for Both Annual and Lifetime Sportsman and Non Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Customer and regardless of the number of hunts the Customer requests to be awarded. The Contractor shall be compensated based on One Completed POS Quota Hunt Application Transaction Fee for Both Annual and Lifetime Sportsman and Non Sportsmen License Holders in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

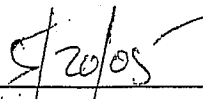
<u>Service Unit</u>	<u>Rate</u>
One Completed POS Quota Hunt Application Transaction Fee for Both Annual and Lifetime Sportsman and Non Sportsman License Holders	\$0.88

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.


IN WITNESS WHEREOF:

CENTRAL BANK


Philip D. Baker, Senior Vice President


Date 5/20/05

TENNESSEE WILDLIFE RESOURCES AGENCY

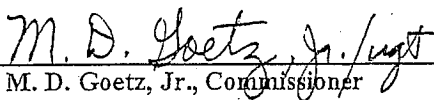


Gary T. Myers, Executive Director

6/06/05
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

6/8/05
Date

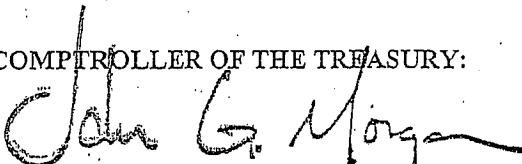
DEPARTMENT OF PERSONNEL:

N/A

Randy C. Camp, Commissioner

Date

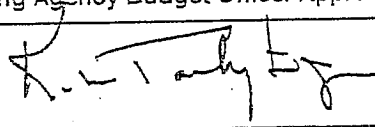
COMPTROLLER OF THE TREASURY:

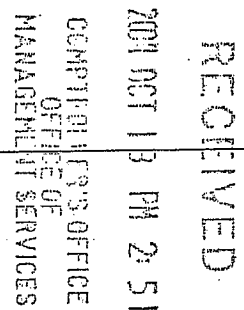
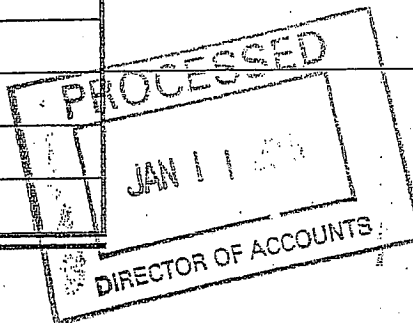


John G. Morgan, Comptroller of the Treasury

6/10/05
Date

CONTRACT SUMMARY SHEET

RFS Number: RFS-328.01-301		Contract Number: FA-05-16159-00	
State Agency: Tennessee Wildlife Resources Agency		Division: Information Systems Management	
Contractor		Contractor Identification Number	
Central Bank		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	43-0975002
Service Description		RECEIVED MAR 19 2009	
Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and registrations using point of sale technology at license agent sites, using telephone sales center, and using the internet including fulfillment of the sale.			
Contract Begin Date		Contract End Date	
November 1, 2004		October 31, 2009	
Allotment Code	Cost Center	Object Code	Fund
32801	6613	6913/08 3	20
		<input type="checkbox"/> on- STARS	
FY	State Funds	Federal Funds	Interdepartmental Funds
2004/2005	\$1,500,000.00		
2005/2006	\$2,000,000.00		
2006/2007	\$2,000,000.00		
2007/2008	\$2,000,000.00		
2008/2009	\$500,000.00		
Total:	\$8,000,000.00		
CFDA #	Check the box ONLY if the answer is YES:		
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Mary Tipton	Is the Contractor a VENDOR? (per OMB A-133)	
Address:	P.O. Box 40747, Nashville, TN 37204	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	(615) 781-6516	Is the Contractor on STARS?	
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
	Base Contract & Prior Amendments	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.	
END DATE →			
FY:			
FY:			
FY:			
FY:			
FY:			
Total:			



CONTRACT

BETWEEN THE STATE OF TENNESSEE, TENNESSEE WILDLIFE RESOURCE AGENCY AND CENTRAL BANK

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resource Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor," is for the provision of the services and equipment necessary to support the provision, implementation, and management of a Remote Easy Access License (R.E.A.L.) system. The contractor will need to provide, install, support, maintain, and operate the POS hardware, the communications network, and the software necessary to meet the requirements, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

238 Madison
PO Box 779
Jefferson City, MO 65102

The Contractor's place of incorporation or organization is Missouri.

A. SCOPE OF SERVICES:

A.1. General Scope of the R.E.A.L. Project. The Contractor agrees to provide and implement a Remote Easy Access License (R.E.A.L.) system meeting all of the State's requirements, and to perform all services, in accordance with and as defined in the *Request for Proposals for the Remote Easy Access License System, hereinafter referred to as the "RFP,"* and as defined in the other documents referenced in Section E.7., below.

A.2. R.E.A.L. Project Approach, Project Management, and Functional and Technical Requirements. The Contractor shall manage the R.E.A.L. Project and develop a R.E.A.L. system in accordance with requirements stated in the following Attachments:

- Attachment 6.7.A: Project Approach
- Attachment 6.7.B: Project Management
- Attachment 6.7.C: General Responsibilities
- Attachment 6.7.D: Software Development
- Attachment 6.7.E: System General Requirements
- Attachment 6.7.F: System Specific Requirements
- Attachment 6.7.G: Systems Operation And Support
- Attachment 6.7.H: Telephone/Internet Fulfillment
- Attachment 6.7.I: Inquiry Functions
- Attachment 6.7.J: Reports Functions
- Attachment 6.7.K: Receipts Processing
- Attachment 6.7.L: License Agent Management And Support
- Attachment 6.7.M: License Agent Training Requirements
- Attachment 6.7.N: Pilot Project
- Attachment 6.7.O: System Functional Requirements

- A.3. Information Technology Methodology. The Contractor will provide and implement R.E.A.L. using the State's Information Technology Methodology (ITM). The State has completed the first two ITM phases: "Scope and Feasibility" and "Requirements Definition & Solution Evaluation." The Contractor's portion of the R.E.A.L. project will begin with a transitional phase known as "Design Phase Kick-Off".
- A.4.a Project Management and Product Development Phase Milestones. The Contractor may provide a commercial off the shelf product. If the contractor chooses this option, then the project phase milestones will be Design Modifications (per user requirements), Construction of the System, Modifications, Testing and Acceptance, Implementation of Modified System, and Training.

If the Contractor chooses to develop an R.E.A.L. system, then the project phases shall be System Design, System Development, System Testing and Acceptance, Implementation and Training.

During each of the project phases, the Contractor will have the responsibilities and will produce the project deliverables set forth in Attachment 6.7.B: Project Management. The Contractor will manage the project, perform all required tasks, and produce project deliverables in accordance with the requirements stated in Attachment 6.7.B.

The State will not compensate the Contractor in association with completion of any of the phases. Compensation for all work will be in accordance with the Payment Methodology described in section C.3, below.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 2004 and ending on October 31, 2009. The State shall have no obligation for services rendered by the Contractor that are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Million Dollars (\$8,000,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Units of Service described in Sections C.3.4 and C.3.5 are not subject to the limitation established by the Contract Maximum Liability. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service. The Contractor shall be compensated based upon the following Service Rates:

- C.3.1 Payment Methodology: One Completed POS Privilege Transaction Fee. The Contractor shall be compensated based on One Completed POS Privilege Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed POS Privilege Transaction Fee	\$.88

- C.3.2 Payment Methodology: One Completed Administrative Privilege Online Transaction Fee. The Contractor shall be compensated based on One Completed Administrative Privilege Online Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Administrative Privilege Online Transaction Fee	\$ 0

- C.3.3 Payment Methodology: One Completed Batched Record Update Transaction Fee. The Contractor shall be compensated based on One Completed Batched Record Update Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Batched Record Update Transaction Fee	\$ 0

- C.3.4 Payment Methodology: Telephone Fulfillment Agent Fee. The Contractor shall be compensated based on the Telephone Fulfillment Agent Fee. The compensation shall be paid by the purchaser of the license or privilege, the hunter/fisherman/boater. The State shall not be liable for this fee. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Telephone Fulfillment Agent Fee	\$3.95

- C.3.5 Payment Methodology: Internet Fulfillment Agent Fee. The Contractor shall be compensated based on the Internet Fulfillment Agent Fee. The compensation shall be paid by the purchaser of the license or privilege, the hunter/fisherman/boater. The State shall not be liable for this fee. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Internet Fulfillment Agent Fee	\$3.25

- C.3.6 Payment Methodology: Additional Agent Equipment Fee (In excess of 1100 Equipment Units). The Contractor shall be compensated based on the Additional Agent Equipment Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate.

<u>Service Unit</u>	<u>Rate</u>
One Additional Agent Equipment Fee	\$250.00

- C.3.7 Payment Methodology: Change Order/Enhancement – Mainframe. The Contractor shall be compensated based on the Change Order/Enhancement – Mainframe Rate in a total amount not to exceed five percent (5%) (\$_____) of the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Hourly Rate:

<u>Service Unit</u>	<u>Rate</u>
Change Order/Enhancement Mainframe	\$75.00

- C.3.8 Payment Methodology: Change Order/Enhancement – POS. The Contractor shall be compensated based on the Change Order/Enhancement – POS Rate in a total amount not to exceed five percent (5%) (\$8,000,000.00) the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Hourly Rate:

<u>Service Unit</u>	<u>Rate</u>
Change Order/Enhancement POS	\$75.00

- C.3.9 Payment Methodology: One Program Module Download to One POS terminal. The Contractor shall be compensated based on the Download to a single POS machine a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Program Module Download to POS terminal	\$ 0

- C.3.10 Payment Methodology: Analyze, Develop, and Implement Exotic License Module Cost. The Contractor shall be compensated for the analysis, development, and implementation of the Exotic License Module a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Amount</u>
Analyze, Develop, and Implement Exotic License Module Cost	\$ 0

- C.3.11 Payment Methodology: Analyze, Develop, and Implement Mussel Receipts Module Cost. The Contractor shall be compensated for the analysis, development, and implementation of the Mussel Receipts Module a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Amount</u>
Analyze, Develop, and Implement Mussel Receipts Module Cost	\$ 0

- C.3.12 Payment Methodology: One Completed Mussel Receipt Transaction Fee. The Contractor shall be compensated based on One Completed Mussel Receipt Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Mussel Receipt Transaction Fee	\$ 0

- C.3.13 Payment Methodology: Analyze, Develop, and Implement Commercial Fishing Receipts Module Cost. The Contractor shall be compensated for the analysis, development, and implementation of the Commercial Fishing Receipts Module a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Amount</u>
Analyze, Develop, and Implement Commercial Fishing Receipts Module Cost	\$ 0

- C.3.14 Payment Methodology: One Completed Commercial Fishing Receipt Transaction Fee. The Contractor shall be compensated based on One Completed Commercial Fishing Receipt Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Commercial Fishing Receipt Transaction Fee	\$ 0

- C.3.15 Payment Methodology: One Completed Broadcast Message Fee. The Contractor shall be compensated based on One Completed Broadcast Message Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Broadcast Message Fee	\$ 0

- C.3.16 Payment Methodology: One Completed Harvest Collection Transaction Fee. The Contractor shall be compensated based on One Completed Harvest Collection Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

<u>Service Unit</u>	<u>Rate</u>
One Completed Harvest Collection Transaction Fee	\$ 0

- C.3.17 The State will begin transaction payments upon startup of the pilot project. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.14. Force Maieure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice. Note that each carrier uses a different delivery address.

The State:

UPS

Carol Freeman
Chief, Information Systems Management
TWRA
Ellington Agricultural Center
440 Hogan Road
Nashville, TN 37220

U S Postal Service

Carol Freeman
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Carol Freeman
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TWRA Building
Edmondson Pike
Nashville, TN 37211

Phone: 615-781-6639

Fax: 615-741-4606

Please note the TWRA delivery address for each of the above carriers, and make sure you have used the correct address for the carrier chosen to deliver any communication.

The Contractor:
Philip D. Baker, Senior Vice President
Central Bank
238 Madison
PO Box 779
Jefferson City, MO 65102

Telephone (573) 634-1208
Fax (573) 634-1210

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- I. failure to perform in accordance with any term or provision of the Contract;
- II. partial performance of any term or provision of the Contract;
- III. any act prohibited or restricted by the Contract, or
- IV. violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date that Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the

Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (3) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts that may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State that exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. **Performance Bond.** Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish, and maintain, a performance bond in the amount equal to Five Million Dollars (\$5,000,000), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than 10/21/2004. Failure to provide the performance bond prior to the deadline as required shall result in contract termination. A copy of the current performance bond shall be provided to TWRA at any time upon request.

In lieu of a performance bond, a surety deposit, in the sum of Five Million Dollars (\$5,000,000.00), may be substituted if approved by the State prior to its submittal.

- E.6. **Competitive Procurements.** This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal, its attachments and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code—Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;

- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

- E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract. The Contractor must provide to TWRA a *Statement on Auditing Standards No. 70 (SAS 70) Reports on The Processing of Transactions by Service Organizations* annually.
- E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.12. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.13. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits that may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.15. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:
- "NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.
- E.16. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall

provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.18. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.19. Personnel-Related Provisions.

- a. The State reserves the right to evaluate all personnel proposed to perform services under this Contract. The Contractor shall provide, at the State's request and in a timely fashion, resumes, contact references, and/or any other supporting documentation necessary to allow the State to evaluate the individuals' qualifications.
- b. The State shall participate in the evaluation of service performance by Contractor's personnel. The Contractor agrees to remove and replace at the Contractor's expense, personnel judged as not making substantial contributions to the Projects to which Contractor's personnel are assigned. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.
- c. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. State work hours are defined as 8:00 a.m. to 4:30 p.m., CT, Monday through Friday, including overtime.
- d. No official or employee of the State and no other public official of the State of Tennessee who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall, prior to the completion of this Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract.
- e. The Contractor may not use individuals for the R.E.A.L. project who are employees of a State agency.

E.20. Year 2000. Notwithstanding any provisions contained in the contract, the contractor warrants that each hardware, commercial or custom software, firmware, and middleware product delivered under this contract ("delivered item") shall be able to accurately process date/time data (including, but not limited to, displaying, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor and subject to the following:

- I) In the case of hardware, commercial software, firmware, or middleware, the aforementioned warranty shall apply to the extent that information technology not provided pursuant to this contract, but used in combination with the delivered items, properly exchanges date/time data with it.
- II) Notwithstanding the foregoing, in cases involving any development of new software or system(s) ("custom software"), the contractor further warrants that any contractor-provided data interfaces between delivered items and items or systems not provided pursuant to this contract shall accurately process date/time data, as defined above and further qualified by specific interface requirements; provided that the date/time data is accurate within the items or systems not provided.

In any case, if the contract requires that specific delivered items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those delivered products as a system. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than year 2000 performance.

The remedies available to the State under this warranty shall include repair or replacement of any delivered product whose non-compliance is discovered and made known to the contractor in writing within the term of that delivered item's warranty, as expressed elsewhere in this agreement. The contractor shall proceed with repair or replacement immediately upon notification by the State of non-compliance, time being of the essence.

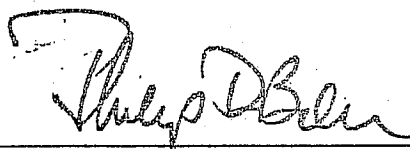
The State of Tennessee, at its sole option, may require the contractor, at any time, to demonstrate that procedures have been established to comply with all the obligations contained herein.

This Section shall constitute the exclusive warranty regarding the Year 2000 and is in lieu of all other Year 2000 warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

- E.21. Ownership of Data. The State shall have all ownership right, title, and interest in all data products created for the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, and/or publish, for any purpose whatsoever, all said data. The Contractor shall have no right to sell or furnish to any third party, for any purpose whatsoever, any or all said data. The Contractor shall furnish such data upon request of the State, in accordance with the Contract and applicable State law.

IN WITNESS WHEREOF:

CENTRAL BANK

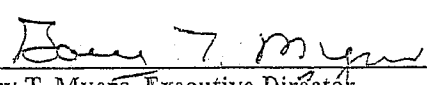


9/29/04

Philip D. Baker, Senior Vice President

Date

TENNESSEE WILDLIFE RESOURCES AGENCY



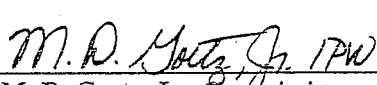
9/24/04

Gary T. Myers, Executive Director

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



OCT 13 2004

M. D. Goetz, Jr., Commissioner

Date

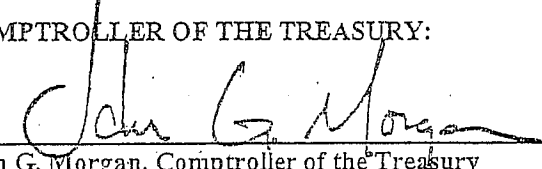
DEPARTMENT OF PERSONNEL:

N/A

Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:



10/18/04

John G. Morgan, Comptroller of the Treasury

Date